

2 hours	85%	\$ 50.00
3 hours	95%	\$ 75.00
4 hours	99%	\$100.00
Trouble Calls 24 hours	95%	\$ 75.00

- * A referral received between 6.00 P.M. and 8:00 A.M. shall be treated as though it were received at 8:00 A.M. for Performance Standard purposes.

Section 5.Credits for Delayed or Improperly Provided Customer Usage Data

5.1 If ILEC fails to satisfy the "Does Not Meet Expectations" Rating Criteria set forth in Section 4 of Attachment VIII of this Agreement for providing Customer Usage Data, ILEC will be liable for a Customer Usage Credit for each day that such data is delayed. The daily amount of the Customer Usage Credit shall be calculated using the following formula:

$$\frac{(\text{Number of Messages Delayed} \times \text{Average Revenue Per Message})}{30}$$

MCIm shall provide the Average Revenue Per Message factor.

E

DICKINSON, MACKAMAN, TYLER & HAGEN, P.C.
ATTORNEYS AND COUNSELORS
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PSTOFFRE@DICKINSONLAW.COM

July 22, 1997

Mr. Jerry L. Epstein
Jenner & Block
601 - 13th Street, N.W.
Washington, DC 20005


Via Overnight Mail

Dear Jerry:

As you requested, I am sending you a copy of the order issued by the Iowa Utilities Board on April 4, 1997, imposing on U S West a civil penalty of \$10,000 per day. This civil penalty resulted from a complaint filed by MCImetro. On the same day, based on a similar complaint filed by AT&T, the Board issued an order imposing on U S West an additional civil penalty of \$1,500 per day. A copy of that second order is also enclosed.

Please let me know if you need anything further.

Very truly yours,


Phil Stoffregen

PES:jcp
Enclosures

P:\MCI\EPSTEIN.LTR



TERRY E. BRANSTAD, GOVERNOR

IOWA UTILITIES BOARD
DEPARTMENT OF COMMERCE

MCI METRO ACCESS TRANSMISSION SERVICES, INC. AND
U S WEST COMMUNICATIONS, INC.

Docket No. AIA-96-2 (ARB-96-2)

" ORDER FINDING CONTINUING VIOLATION
AND LEVYING CIVIL PENALTIES"

Issued April 4, 1997

Parties Served:

Philip E. Stroffregen
Dickinson, Mackaman, Tyler &
Hagen, P. C.
1600 Hub Tower
699 Walnut Street
Des Moines, IA 50309-3986

R. L. Bruner
General Manager - Regulatory
U S WEST Communications, Inc.
925 High St.
Des Moines, IA 50309

James R. Maret
Consumer Advocate
Department of Justice
Consumer Advocate Division
Lucas State Office Building
Des Moines, IA 50319

CERTIFICATE

The undersigned hereby certifies that the foregoing document has been served upon all parties of record in this proceeding in accordance with the requirements of the rules of the Iowa Utilities Board.

Dated

4-4-97

Barbara Lee

STATE OF IOWA
DEPARTMENT OF COMMERCE
UTILITIES BOARD

IN RE:

MCI METRO ACCESS TRANSMISSION
SERVICES, INC., and U S WEST
COMMUNICATIONS, INC.

DOCKET NO. AIA-96-2
(ARB-96-2)

**ORDER FINDING CONTINUING VIOLATION
AND LEVYING CIVIL PENALTIES**

(Issued April 4, 1997)

On March 5, 1997, MCI Metro Access Transmission Services, Inc. (MCI), filed a motion to compel U S West Communications, Inc. (U S West), to comply with the implementation schedule approved by the Utilities Board (Board) in Docket No. AIA-96-2. Specifically, MCI stated that U S West had failed to comply with paragraphs 1 and 2 of the "STANDARDS OF SERVICE" section of attachment 13 of the interconnection agreement. The language of paragraphs 1 and 2 follows:

1. Within 30 days of the Effective Date, the ILEC [U S West] will provide its current training material, business processes and procedures documents and material relating to those services, elements, and support functions addressed in the Agreement.
2. Within 30 days of the Effective Date, the ILEC will provide its current written objective measures of customer service quality to the CLEC [MCI].

develop the processes and other material referred to in your Motion.

This letter was not introduced into evidence in the proceedings.

The show cause hearing was held on April 1, 1997. In that hearing, MCI presented the only witness regarding compliance with the implementation schedule approved in Docket No. AIA-96-2. The witness testified that all of the allegations in the MCI motion to compel and the attachments to the motion were true and accurate to the best of his information and belief. (Tr. 99). He further testified the materials listed in paragraphs 1 and 2 of the "STANDARDS OF SERVICE" portion of attachment 13 have not been provided to date. (Tr. 101-102). In support of the witness's claim that U S West's failure to provide the information was willful, the witness noted that MCI has been negotiating with U S West since last summer and seeking the materials in question since that time. (Tr. 103). The witness then provided evidence of compliance problems MCI has had with U S West in other local competition situations in Iowa, Washington, Colorado, and Minnesota. (Tr. 103-104).

The witness testified that exhibit 1, "IOWA SUMMARY OF PROPOSED WHOLESALE MEASUREMENTS," provided by U S West to MCI on March 28, 1997, is not responsive to requirements 1 and 2 for a number of reasons. The document is a summary of proposed, and not current, measurements. It is limited to wholesale and does not include retail services. There is no underlying support for the document. And finally, a U S West witness testified in Washington state that U S

West uses quality measures and process measures, known within the company as Q's and P's, which is precisely the type of information required in the "STANDARDS OF SERVICE" section. (Tr. 106, citing to MCI motion, paragraph 13). U S West failed to provide this information in any meaningful form to MCI.

Under § 476.51, in determining the amount of the penalty, the Board may consider the size of the public utility, the gravity of the violation, and the good faith of the utility in attempting to achieve compliance following notification of a violation, and any other relevant factors. U S West is among the largest public utilities regulated by the Board. The timely implementation of the interconnection agreement between U S West and MCI is a matter of highest public policy importance under IOWA CODE §§ 476.95, 476.100, and 476.101 (1997) (portions of the Iowa telephone competition act passed in 1995), and under the Federal Telecommunications Act of 1996. It is essential to the development of local service competition that U S West act in good faith to comply with the implementation schedule set by the Board. U S West has not made a good faith attempt to achieve compliance following notification of a violation. For these reasons, the maximum penalty provided by statute is fully warranted.

IT IS THEREFORE ORDERED:

1. Pursuant to IOWA CODE § 476.51, for a willful, continuing violation of paragraphs 1 and 2 of the "STANDARDS OF SERVICE" section of attachment 13 to the interconnection agreement approved by the Utilities Board in Docket No. AIA-96-

RECORDS CENTER
ORIGINAL
DO NOT REMOVE

STATE OF IOWA

DEPARTMENT OF COMMERCE

UTILITIES BOARD

IN RE:

AT&T COMMUNICATIONS OF THE
MIDWEST, INC., and U S WEST
COMMUNICATIONS, INC.

DOCKET NO. AIA-96-1
(ARB-96-1)

**ORDER FINDING CONTINUING VIOLATION
AND LEVYING CIVIL PENALTIES**

(Issued April 4, 1997)

On March 5, 1997, AT&T Communications of the Midwest, Inc. (AT&T), filed a motion to compel U S West Communications, Inc. (U S West), to comply with the implementation schedule approved by the Utilities Board (Board) in Docket No. AIA-96-1. AT&T alleged U S West failed to provide certain information required to be provided within 30 days of the effective date of the interconnection agreement. (See AT&T motion, paragraphs 2 and 5). The description of the information in the motion is consistent with the required information found in paragraphs 1, 2, and 3 of the "STANDARDS OF SERVICE" section of attachment 13 of the interconnection agreement. The language of paragraphs 1, 2, and 3 follows:

1. Within 30 days of the Effective Date, the ILEC [U S West] will provide its current training material, business processes and procedures documents and material relating to those services, elements, and support functions addressed in the Agreement.

2. Within 30 days of the Effective Date, the ILEC will provide its current written objective measures of customer service quality to the CLEC [AT&T].
3. The parties shall prepare and submit initial documentation of the Measurement System within 60 days of the Effective Date. The initial outputs of the System for all services are expected within 30 days of the Effective Date.

The 30-day deadline established by these provisions in the implementation schedule expired on February 13, 1997. AT&T stated U S West has not sought a stay of the requirement to produce this information. AT&T alleged in its pleading that U S West willfully refused to comply with the Board's order of January 14, 1997 (order setting effective date for interconnection agreement).

The Board issued an "Order to Show Cause and Giving Notice" on March 13, 1997. The Board stated, based upon the allegations in the AT&T motion, U S West was notified by the order it had violated the Board's order of January 10, 1997, by failing to provide the specified information. The Board, in compliance with the requirements of its civil penalties authorization, IOWA CODE § 476.51 (1997), allowed U S West until March 21, 1997, to comply with the Board's orders or respond to the motions to compel. U S West was notified in the order that violations of the Board's orders after March 21, 1997, would be subject to civil penalties. A show cause hearing was scheduled in the order.

On March 24, 1997, U S West filed with the Board a copy of a letter from its attorney, David S. Sather, to AT&T's attorneys, Mary B. Tribby and Richard W.

Lozier, Jr. In that letter, Mr. Sather addressed the specific subject matter of AT&T's motion to compel only in one paragraph as follows:

Finally, regarding standards of service, specific material addressing AT&T's needs is being discussed between AT&T and U S WEST. Teams are working into the night to agree upon what is appropriate.

This letter was not introduced into evidence in the proceedings.

The show cause hearing was held on April 1, 1997. In that hearing, AT&T presented the only witness regarding compliance with the implementation schedule approved in Docket No. AIA-96-1. The witness testified that the allegations in the AT&T motion to compel were true. (Tr. 12).

The witness provided additional testimony both on direct and cross-examination regarding U S West's compliance with parts of the implementation schedule other than the "STANDARDS OF SERVICE" section. This additional testimony apparently was presented in response to the Sather letter of March 21st. While this testimony may tend to show additional violations of the implementation schedule set by the Board, the testimony appears to be beyond the scope of AT&T's motion for an order compelling compliance. The Board will not consider violations outside the "STANDARDS OF SERVICE" section in this proceeding. This Board decision is based upon the procedural posture of this matter and must not be construed to reflect any lack of will on the Board's part to enforce the entire implementation schedule.

With regard to paragraph 1 of the "STANDARDS OF SERVICE," the witness testified that in late March U S West provided AT&T with training materials related to methods and procedures used by agents to order services. (Tr. 26). No training materials related to maintenance, billing, and all the processes and interactions amongst the two companies were provided. (*Id.*). AT&T has received not received U S West's business processes prior to the hearing. (Tr. 27 and 28).

With regard to paragraph 2 of the "STANDARDS OF SERVICE," AT&T did not receive U S West's internal measures of customer quality on or before March 21, 1997. (Tr. 30). On March 28, 1997, AT&T received by facsimile a one page document, identified as exhibit 1, which is a consolidation of end-user customer quality measures. (Tr. 30, 32). The witness testified these are not U S West's internal measures, nor are they measures of quality relating to services to competitive local exchange carriers (CLECs). (Tr. 30). Other customer quality measures, which U S West has, must be provided to satisfy the requirement. (Tr. 31). No other measures of quality have been received by AT&T from U S West. (Tr. 32).

With regard to paragraph 3 of the "STANDARDS OF SERVICE," the witness testified that AT&T has received no outputs of what U S West's systems currently measure, except for Exhibit 1. (Tr. 33). The witness indicated that AT&T cannot propose measurements until it knows the capabilities of U S West's systems. (Tr. 33-34).

On cross-examination, the witness indicated that during the past three weeks progress in the negotiations has been made because business process people have been included at the table, with regard to some negotiations. (Tr. 53). In response to a question from the Chairperson, the witness stated that AT&T needs the standards of service information to provide a benchmark from which negotiations can start, as well as to know what U S West's systems can and cannot provide. AT&T also needs the information to determine whether it is receiving an equal quality of service. (Tr. 71). Without the information, AT&T would be ordering service from U S West on a trial and error, hit or miss, basis. (Tr. 72). AT&T's experience with this approach in the Rochester local trial in January of 1995, was that the service was error prone and not quality customer service. (Tr. 73).

Based upon the evidence in the record from the show cause hearing in Docket No. AIA-96-1, the Board finds a clear and continuing violation by U S West of paragraphs 1, 2, and 3 in the "STANDARDS OF SERVICE" portion of the implementation schedule, identified as attachment 13, of the interconnection agreement between U S West and AT&T. That interconnection agreement, including the implementation schedule, was approved by Board order on January 10, 1997, and made effective by Board order on January 14, 1997.

While AT&T pled that the violation by U S West was willful, no evidence was presented at the hearing relating to the U S West/AT&T implementation schedule to

support a finding of willfulness. (See Tr. 81-82). The Board cannot find willfulness on the basis of the record in Docket No. AIA-96-1.

Under § 476.51, in determining the amount of the penalty, the Board may consider the size of the public utility, the gravity of the violation, and the good faith of the utility in attempting to achieve compliance following notification of a violation, and any other relevant factors. U S West is among the largest public utilities regulated by the Board. The timely implementation of the interconnection agreement between U S West and MCI is a matter of highest public policy importance under IOWA CODE §§ 476.95, 476.100, and 476.101 (1997) (portions of the Iowa telephone competition act passed in 1995), and under the Federal Telecommunications Act of 1996. It is essential to the development of local service competition that U S West comply in good faith with the implementation schedule set by the Board. These factors support a levy of the maximum civil penalty. However, there is evidence that U S West has initiated efforts in the past three weeks to achieve compliance, beginning near the time of notification of the violation by the Board. The amount of the civil penalty will be adjusted downward to reflect those efforts by U S West.

IT IS THEREFORE ORDERED:

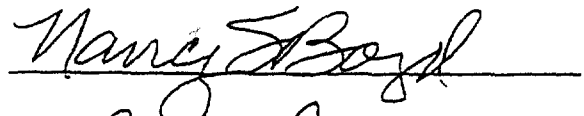
1. Pursuant to IOWA CODE § 476.51, for a continuing violation of paragraphs 1, 2, and 3 of the "STANDARDS OF SERVICE" section of attachment 13 to the interconnection agreement approved by the Utilities Board in Docket No. AIA-96-1 in an order on January 10, 1997, and made effective in an order on January 14,

1997, a civil penalty of \$1,500 is levied upon U S West Communications, Inc., for each day after March 21, 1997, to continue until U S West shall fully comply with paragraphs 1, 2, and 3.


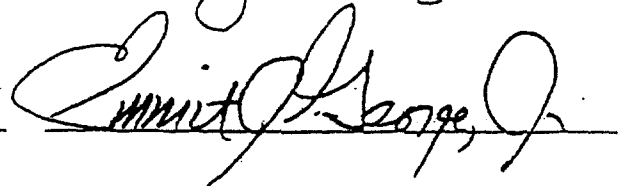
2. The violation has been proven through April 1, 1997. Payment for these eleven days of continuing violation, \$16,500, is now due and payable to the Utilities Board, to be forwarded by the Executive Secretary to the Treasurer of State.

3. After an opportunity for hearing, the number of days, if any, of violation subsequent to April 1, 1997, will be determined by the Board when U S West complies with paragraphs 1, 2, and 3.

UTILITIES BOARD



ATTEST:


Executive Secretary

Dated at Des Moines, Iowa, this 4th day of April, 1997.

6/25/97

STATE OF IOWA
DEPARTMENT OF COMMERCE
UTILITIES DIVISION
BEFORE THE UTILITIES BOARD

IN RE:)	
)	
AT&T COMMUNICATIONS OF THE)	
MIDWEST, INC., AND)	
MCIMETRO ACCESS)	
TRANSMISSION SERVICES, INC.,)	
)	
Petitioning Parties,)	DOCKET NOS. AIA-96-1
)	AIA-96-2
and)	(ARB-96-1)
)	(ARB-96-2)
US West COMMUNICATIONS, INC.)	
)	
Responding Party.)	

MCIMETRO'S SECOND MOTION
TO COMPEL

MCImetro Access Transmission Services, Inc., ("MCImetro") moves the Iowa Utilities Board ("Board") to compel US West Communications, Inc., ("US West") to comply with the requirements of the local interconnection agreement between MCImetro and US West relating to Operations Support Systems ("OSS"), as well as to meet all overdue deadlines in the interconnection agreement, and states in support:

I. PROCEDURAL BACKGROUND

1. On January 10, 1997, the Board issued an order approving an arbitrated interconnection agreement between MCImetro and US West, with an effective date, set by subsequent order, of January 14, 1997.

2. On or about February 7, 1997, US West filed in federal court an appeal of the

Board's decision approving the interconnection agreement, along with a motion for a preliminary injunction regarding certain provisions of the agreement. US West v. Allan T. Thoms, et al., No. 4-97-CV-70082 (D. Iowa).

3. On March 17, 1997, the federal court denied US West's motion for a preliminary injunction. "Rulings And Orders," No. 4-97-CV-70082, slip op. at 1. Therefore, the Iowa interconnection agreement between US West and MCImetro is in full effect, and US West must comply with its requirements.

4. Nonetheless, US West has failed and refused to comply with the terms and conditions of the interconnection agreement. Some of the actions reflecting US West's refusal to comply resulted in MCImetro's first motion to compel, filed in this docket on March 5, 1997, leading to the Board's April 4, 1997, "Order Finding Continuing Violation And Levying Civil Penalties." Since April 4th, MCImetro has continued its efforts to cause US West to comply with the requirements of the interconnection agreement without success. Therefore, further Board intervention is required.

5. AT&T Communications of the Midwest, Inc. ("AT&T") has recently filed with the Board its "Second Motion For An Order Compelling Compliance" (filed June 18, 1997). Contemporaneously with the filing of this Motion, MCImetro is filing a motion to consolidate its second motion to compel with AT&T's second motion.

II. US WEST HAS FAILED TO COMPLY WITH THE REQUIREMENTS OF THE BOARD'S ARBITRATED INTERCONNECTION AGREEMENT WITH RESPECT TO OPERATIONS SUPPORT SYSTEMS.

6. Pursuant to Part 1, section 9 of the interconnection agreement, US West must provide to MCImetro unbundled network elements and Local Resale, with at least the same

quality of service, order processing, provisioning and installation, trouble resolution, maintenance, customer care, and billing as US West provides to itself. Part 1, ¶¶ 9.5, 9.11.

7. Section 5 of Attachment 5 of the interconnection agreement requires US West to provide to MCImetro an Electronic Interface for transferring and receiving orders, Firm Order Confirmations, Service Completions, and other provisioning data and materials pursuant to the terms outlined in that section of the interconnection agreement.

8. To implement section 5 of Attachment 5 and related provisions of the interconnection agreement, the Board ordered Attachment 13 (the "Implementation Schedule") in its November 27, 1996, "Final Arbitration Decision." Docket Nos. ARB-96-1 and ARB-96-2, slip op. at 8. The Implementation Schedule provides deadlines for the completion of the development, testing, and operation of electronic interfaces. Under its terms, US West is required to comply with the following requirements relating to electronic interfaces:

"ELECTRONIC INTERFACE

A. Within 30 days of effective date:

1. Interface development teams designated: begin writing systems architecture specifications for long term gateway interfaces for resale and unbundled network elements.
2. Systems development agreement for developing and implementing electronic interfaces.
3. Availability of mutually agreeable interim interfaces.

B. Within 60 days of effective date:

1. Teams begin development of long term gateway operational interfaces.
2. Joint development of escalation procedures for pre-ordering,

ordering/provision, maintenance and repair, and billing.

C. Within 90 days of effective date:

1. Long term operation interface gateways testing.
2. Finalization of businesses processes for work centers.

D. Within 120 days of effective date:

1. Begin end to end testing of operation interface gateways."

See Att. 13, pp. 1-2. US West has not complied with these deadlines, despite MCImetro's efforts to persuade US West to work with MCImetro on these issues.

9. In a letter dated January 28, 1997, from MCImetro to US West, MCImetro referred to the implementation deadlines established by Attachment 13 to the interconnection agreement, notified US West that William Pitcher would be US West's contact person at MCImetro with respect to the implementation schedule, and asked US West to notify MCImetro of the identify of US West's own such contact person. (A copy of the letter is attached as Exhibit A.) US West did not respond to MCImetro's letter of January 28, 1997.

10. In a letter dated February 6, 1997, from MCImetro to US West, MCImetro reminded US West that several of the procedural deadlines -- including those relating to electronic interfaces -- were due to expire within 30 days after the effective date of the interconnection agreement, stated MCImetro's readiness to begin implementation, and requested a response from US West as soon as possible to MCImetro's prior request for the identity of a contact person. (A copy of the letter is attached as Exhibit B.) US West did not respond to MCImetro's letter of February 6, 1997.

11. In a letter dated April 14, 1997, from MCImetro to US West, MCImetro again

contacted US West regarding the deadlines in the Implementation Schedule. MCImetro confirmed that US West had failed to comply with the deadlines in the Implementation Schedule and that MCImetro remained ready to begin implementation of the deliverables under the contract. MCImetro asked US West to respond as to whether, when, and by what means US West intended to meet the contract deadlines. (A copy of the letter is attached as Exhibit C.) As of the date of this motion, US West has neither met those deadlines nor informed MCImetro of when it will do so.

12. US West finally agreed to meet with MCImetro to discuss issues in Iowa. Based on US West's representations, MCImetro believed that the parties would discuss implementation of the Iowa contract at that meeting. In a letter dated May 27, 1997, from MCImetro to US West, MCImetro confirmed a scheduled meeting with US West for June 4, 1997. MCImetro also confirmed the prior understanding of the parties that "the purpose of the meeting is to discuss the overall business relationship between MCI and US West relating to implementation of MCI's local service." Specifically, MCImetro confirmed its expectation that the parties would discuss the "items in the Iowa Implementation Schedule" at the June 4th meeting. (A copy of the letter is attached as Exhibit D.) When US West arrived for the June 4 meeting, however, US West was prepared and willing to discuss only issues relating to the Board's order on MCImetro's first motion to compel.

13. In addition to these efforts to discuss the specifics of the Iowa Implementation Schedule, MCImetro simultaneously made efforts to get US West to the table to discuss technical OSS issues generally. The Implementation Schedule required US West to meet with MCImetro to discuss such issues within 30 days of the Effective Date of the Agreement -- by

February 13, 1997. *See* Att. 13, p. 1. Notwithstanding that requirement of the Board's order, US West not only failed to respond to MCImetro's specific requests to discuss these issues before February 13th, as described above, but also US West later refused to even schedule a meeting with MCImetro without the need for escalation to MCImetro's requests internally within US West. In addition, US West conditioned development of long term gateway operational interfaces on negotiation of "chargeable" development costs, despite the requirement of the Implementation Schedule to simply proceed with such development. These events are described in the Affidavit of Tom Priday, a copy of which is attached as part of Exhibit E.

14. Exhibit E includes copies of the Affidavits of Mr. Priday, Ann Popovich, Betty Johnson, and Susan Taylor, along with the exhibits to those affidavits. These affidavits were first filed with the Colorado Public Utilities Commission ("CPUC") on June 13, 1997. The CPUC, by its Decision No. C97-4, directed MCImetro to begin to provide local service, by resale and through unbundled network elements, by July 31, 1997, for residential customers and October 15, 1997, for business services. MCImetro is eager to do so. It was forced to file a motion to extend the times for commencing local service in Colorado, however, because US West's OSS proposal is completely inadequate.

15. Us West's OSS proposal in Colorado is the same Web-based Interconnect Mediated Access ("IMA") protocol for pre-ordering and ordering that US West proposed -- but the Board did not adopt -- during the arbitration hearing in this matter. Instead, the Board adopted the interconnection agreement, including section 5 of Attachment 5 and the Electronic Interface provisions of the Implementation Schedule. US West has failed to provide an operational OSS,

or even to take the necessary steps toward providing an operational OSS, as required by the interconnection agreement.

16. An electronic interface is critical to MCImetro's ability to provide a quality local product to Iowa customers. US West's IMA system does not work and cannot support the volume of customer transactions that MCImetro expects to generate.

17. The problem of IMA's inadequacy, which is described in the affidavits of Ms. Johnson and Ms. Popovich, is compounded by US West's recent announcement that it will not be prepared to roll out initial electronic interface functionality for pre-ordering and ordering for resale until April of 1998. *See* Friday Affidavit, ¶¶ 20-22. That is six months later than US West's previous projection. Furthermore, US West will not provide full EDI functionality for pre-ordering and ordering for resale until at least the Fourth Quarter of 1998. *See* Friday Affidavit, ¶ 21.

18. Even then, the IMA system would be used only for pre-ordering and ordering of resold products and services. US West offers no automated system for platform or unbundled network elements and has refused to commit to any dates for offering such a system. *See* Friday Affidavit, ¶ 19. US West's refusal to do so is in direct violation of the Board's Implementation Schedule, which required US West to meet specified deadlines pertaining to "unbundled network elements" within 30 days of the Effective Date of the agreement. *See* Att. 13, p. 1.

19. The only alternative that US West offers in the meantime is the IMA system for pre-ordering and ordering of resold products and services and a manual process (requiring that all orders be placed by facsimile transmission) for unbundled network elements. These systems and processes cannot support MCImetro's needs, as described in the Affidavits, and do not meet the

requirements of the interconnection agreement. The attached Affidavit of Ms. Taylor, which describes some of MCImetro's experiences when commencing local service in California, provides examples of the severe adverse effects on customers that can result from commencing local service with an inadequate support system.

20. The attached Affidavits, taken together, demonstrate that US West has failed to cooperate in providing information and training even for IMA; IMA is in any event wholly inadequate for providing local service on a resale basis; and US West not only offers no electronic support system for providing local service using unbundled network elements but also is unprepared and unwilling to discuss such a system at this time. In each of these ways, US West has failed, and continues to fail, to comply with the requirements of the Board's interconnection agreement.

21. US West's conduct, as described in this Motion and the attached affidavits, constitutes willful disregard of the Board's orders directing US West to interconnect with MCImetro pursuant to the terms of the interconnection agreement. US West has continued to pursue use of IMA and failed to make operational any alternative, even though the Board could have chosen US West's Web-based proposal during the arbitration but did not do so. Although US West was fully aware of the Board's arbitration order and the deadlines in the Implementation Schedule, US West completely ignored MCImetro's attempts before the expiration of those deadlines to address the Implementation Schedule and later delayed talks about OSS technical issues to the point that escalations were necessary to even schedule a meeting.

22. MCImetro asks the Board to issue an order compelling US West to comply with the Board's interconnection order and provide an operations support system to MCImetro that is

at least equal to that which US West provides to itself. Additionally, the Board should impose an alternative, more expeditious schedule for development of an electronic interface on US West than that proposed by US West on June 9th. See Friday Affidavit, ¶¶ 20-21.

III. US WEST HAS IGNORED THE CONTRACT AND IMPLEMENTATION SCHEDULE DEADLINES, IN VIOLATION OF THE BOARD'S ORDERS.

23. US West has proceeded largely as though the Iowa contract were not in effect. The Electronic Interface deadlines are not the only deadlines that US West has ignored. The interconnection agreement requires US West to perform certain acts or to provide certain information to MCImetro by specific deadlines, typically 30, 60, 90 or 120 days after the Effective Date of the agreement. (The Effective Date was January 14, 1997.)

24. As one example, the interconnection agreement requires US West to provide MCImetro with the Street Address Guide ("SAG"), along with any updates to the SAG as they are implemented. Specifically, the interconnection agreement provides in Attachment 5, § 6.2:

Promptly after the Effective Date of this Agreement, US West shall provide MCImetro an initial electronic copy and a hard copy of the SAG or its equivalent. Updates shall be provided to MCImetro electronically as changes are made to the SAG.

MCImetro has not received the SAG for Iowa from US West. The SAG is a computer database containing street address information that MCImetro needs to place orders and provide customer service. When US West representatives need this information, they can access the database and retrieve the information almost instantaneously. MCImetro needs the same kind of access to this information and cannot prepare to serve Iowa customers until after it receives the SAG. The Board should order US West to provide the SAG to MCImetro in electronic form immediately and to provide updates as required by the contract.

25. As another example, US West has informed MCImetro that it will not provide unbundled common transport. The interconnection agreement defines common transport as an unbundled network element that US West must provide to MCImetro. See Part 1, § 37.8 & Att. 3, sec. 8.1; see also *First Report and Order*, Docket 96-98, ¶¶ 440-44 (August 8, 1996). The interconnection agreement also sets a separate price for Common Transport services as an unbundled network element. See Schedule 2. The Board should issue an order compelling US West to comply with these provisions of the interconnection agreement.

26. Attached to this motion as Exhibit F is a draft spreadsheet that begins to summarize a number of the other implementation deadlines that have passed but US West has not met. MCImetro provided a copy of the spreadsheet to US West during a meeting on June 4, 1997, with the proviso that it is a draft and in any case does not supersede the agreement, to highlight for US West the number and type of deadlines that US West is required to meet under the contract.

27. The draft spreadsheet is designed to include a reference to the section of the agreement for each requirement, a brief description of each requirement, and the date by which each requirement should have been completed by US West. (The draft spreadsheet references all implementation deadlines to an erroneous effective date of February 13, 1997, which was actually the due date for all 30-day action items. Thus, the spreadsheet creates the impression that the deadlines are 30 days later than the actual deadline. The attached document is the same document that MCImetro provided to US West at the meeting on June 4, 1997.) US West has not met the immediate deadlines in the interconnection agreement, including those described in the draft spreadsheet.

28. Even with the assistance of the attached spreadsheet, US West still has not